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disposed of, against his will, by paying his proportion of the alleged misappropriation (reckoning the proportion according to the number of the plaintiff's shares as compared with the whole number). The case of *Henderson v. Bank of Australia*, L. R. 40 Ch. D. 170, is cited only as to "Notice of Meeting" (Vol. 3, s. 3862), and not as to the power of a corporation to pension the family of a deceased official. There is no citation of *Taunton v. Royal Ins. Co.*, 2 Hem. & Miller, 135, where a dissenting stockholder failed to obtain an injunction restraining the corporation from paying losses not legally collectible under the policy; nor of *Hutton v. West Cork R. Co.*, L. R. 23 Ch. D. 654, where it was held that a company in process of winding up cannot, against the objection of a holder of debenture stock, expend a portion of its funds in gratuities to servants or directors. Nor is there any reference to the cases of *People v. England*, 27 Hun, 139, *In re Greene*, 52 Fed. Rep. 104, p. 119, and *Brundred v. Rice*, 49 Ohio St., p. 650 (s. c., 32 N. E. Rep., p. 172), as to the liability of a stockholder for the crime, tort, or *ultra vires* contract of a corporation. There is no mention of *Northern R. R. v. Concord R. R.*, 50 N. H. 166, where a contract made by a board of directors, near the end of their term, for the purpose of preventing the management of the road from passing into the hands of their successors, was held invalid because of such purpose.

Of course, no one can complain that the book does not contain all the latest authorities up to the very moment of going to press. But it is to be regretted that the Preface, dated January 1, 1895, does not state the precise time to which the authorities are brought down. In the absence of any explanation on this point, some readers may assume that the work gives all important corporation cases appearing in the advance numbers of *The West Company Reporters* during the year 1893. Such an assumption would be erroneous, as may be seen by looking in vain for *Mobile & Ohio R. Co. v. Nicholas*, 12 So. Rep. 723, or *Beitman v. Steiner*, 13 So. Rep. 87.

A few mistakes in proof-reading and verification of references have been noticed. Vol. 5, s. 6428, "burroughs" for boroughs. Vol. 4, s. 4564, "Chief Justice Rolt" for Lord Justice Rolt (as correctly named in s. 4566, note 1). Vol. 1, s. 90, "Chancellor Green" for Chancellor Zabriskie (an error which was probably copied from 90 Am. Dec. 618). In Vol. 1, s. 67, note 1, the celebrated English case of *Natusch v. Irving* is credited to the Tennessee Reports, being cited as found in "2 Coop. Ch. (Tenn.) 358," instead of in 2 Cooper Eng. Chan. Rep., *Tempore Cottenham*, 358 (or, as elsewhere cited by Judge Thompson, in the Appendix to *Gow on Partnership*).

J. S.

A TREATISE ON THE AMERICAN LAW OF ATTACHMENT AND GARNISHMENT. By Roswell Shinn of the Chicago Bar. Indianapolis: The Bowen-Merrill Company. 1896. 2 vols., pp. xxxi, x, 1623.

The author's aim has been "to state the rules and principles of construction and procedure of what may be termed the American Law of Attachment, including Garnishment," and not "to set out the separate statutory provisions." That this purely statutory branch of the law is susceptible of a general treatment has been demonstrated by Drake and other writers. There can be no doubt that a reliable book of reference is almost indispensable to the modern practitioner. The object of the

author has been to produce a book that can be used as supplementary to the statute of any particular jurisdiction. As far as can be judged by a hasty review, the law is clearly and carefully stated. The questions that may arise from the adoption of the remedy to the final disposition of the case are taken up in order and exhaustively treated, so that the practitioner may comply intelligently with the requirements of his statute. Owing to the treatment of attachment and garnishment in separate volumes, the work is admirably arranged for ready reference. A further aid to reference is the copious index. E. S.

THE FRENCH LAW OF MARRIAGE. By Edmond Kelly. Second Edition, Revised and Enlarged by Oliver E. Bodington, of the Inner Temple. New York: Baker, Voorhis, & Co. 1895. pp. xvi, 280.

"In no respect does the spirit of French law differ more radically from our own than in relation to marriage." Thus Mr. Kelly begins his book. That the differences between the two systems are very striking, the reader must admit. The curious French rule, which requires a man of any age who is about to marry to solicit the consent of an unwilling parent by the formal petition known as the *acte respectueux*, and which allows the parent to delay the marriage upwards of two years, certainly has no counterpart in our law. Nor have we any provision which charges a father-in-law with the support of an indigent son-in-law (see p. 73), nor any doctrine that promises of marriage are void as trenching on the absolute freedom of choice which should prevail until the actual ceremony (see p. 28). The discussion of these points of difference renders the book very interesting. Its practical value lies in its clear statement of the many difficulties attendant on marriages between French citizens and foreigners, and of the formalities essential to render such marriages valid. The author's work is supplemented by copious selections from the French Code, accompanied by a translation. R. G. D.

THE NATURE OF THE STATE. By Westel W. Willoughby, Ph. D., Lecturer on Political Philosophy at Johns Hopkins University. New York and London: Macmillan & Co. 1896. pp. xii, 448.

This treatise would more naturally be found on the shelves of an economist than on those of a lawyer, for its aim is the construction of a system of political philosophy. There is, however, an interesting discussion of the origin and nature of law, followed by a chapter on analytical jurisprudence. The author adopts the views of the English analytical school, and, following the theory of Bentham and of Austin, maintains that all law, whether legislative or judicial, is a command of the sovereign. On this line he shows that "not until a principle has been declared by the legislative mouthpiece of the State or judicially accepted by the courts, and the courts' rulings in turn acquiesced in by the ruling authorities, as evidenced by the enforcement thereof, does such a principle become stamped with the quality of law in the Austinian sense." He repudiates the historical view that customary law becomes invested with a legal character by the general recognition of its binding force before its acceptance by the courts. The book is well written, and is sure to be interesting to students of political science. H. C. L.